

**AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
DEVELOPMENT PLANS AND MAPS REVIEW**

THIS SIXTH AMENDMENT TO AGREEMENT is made and effective as of July 1, 2021, between the City of Upland, a municipal corporation ("City") and **TKE Engineering, Inc.** ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

RECITALS

Whereas, the parties entered into a professional services agreement on December 11, 2017, for Professional Consulting Services;

Whereas, the parties approve the First Amendment to the Professional Consulting Agreement on July 23, 2018;

Whereas, the parties approve the Second Amendment to the Professional Consulting Agreement on May 29, 2019;

Whereas, the parties approve the Third Amendment to the Professional Consulting Agreement on June 22, 2020;

Whereas, the parties approve the Fourth Amendment to the Professional Consulting Agreement on July 13, 2020;

Whereas, the parties approve the Fifth Amendment to the Professional Consulting Agreement on February 8, 2021;

Whereas, the parties believe it to be efficient and beneficial to modify the agreement to extend the contract term as allowed in previous amendments to the end of the calendar year 2021 and the payment to cover the effort for the extended period. Prior to the end of this term, a new contract will be in place to cover the plan checking and staff augmentation services needed, and

Whereas, the services support the Public Works Land Development Section due to staffing and workload, and

Whereas, the parties believe it to be efficient and beneficial to modify the agreement to facilitate the transition period for a new contract for the related tasks.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties hereinafter set forth, the parties to this Agreement agree as follows:

AMENDMENT

5. PAYMENT.

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amendment adds an additional Forty-Five Thousand Dollars (\$45,000.00) to the original One Hundred Eighty-Five Thousand Dollars (\$185,000.00) as

approved in Amendment No. 5, bringing the total not-to-exceed amount to Two Hundred Thirty Thousand Dollars (\$230,000.00) for the term of the contract for continued services related to development plan checking services.


b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

Except as expressly amended by the terms of this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF UPLAND




Bill Velto, City Mayor

Attest:



Keri Johnson, City Clerk

Approved As to Form:



~~Stephen Flower, Interim City Attorney~~
Stephen Deutsch

CONSULTANT

TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

By: 

Name: Michael P. Thornton

Title: President

By: 

Name: Terry Renner

Title: Senior Vice President